

## ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 17<sup>th</sup> day of January, 2006 ("Effective Date"), Eyretel plc, now known as Witness Systems Ltd., a company organized under the laws of England and Wales having offices at Kings Court, Kingston Road, Leatherhead, Surrey KT22 7SL, United Kingdom ("WITNESS LTD."), and Witness Systems, Inc., a Delaware Corporation, having offices at 300 Colonial Center Parkway, Roswell, GA, 30076 ("WITNESS INC."), agree as follows:

1. WITNESS LTD. owns all right, title, and interest in and to U.S. Patent No. 6,404,857 ("the '857 Patent") and U.S. Patent No. 6,757,361 ("the '361 Patent"), the inventions disclosed and claimed therein, and all U.S. and foreign patents and applications that rely on the '857 Patent or the '361 Patent for priority ("the Patents").
2. WITNESS INC. desires to acquire and WITNESS LTD. is willing to assign to WITNESS INC. all of WITNESS LTD.'s right, title, and interest in and to the Patents and any inventions disclosed or claimed therein.
3. WITNESS LTD. hereby transfers, grants, conveys, assigns, and relinquishes exclusively to WITNESS INC. all of WITNESS LTD.'s right, title, and interest in and to the Patents, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
4. For good and valuable consideration, receipt of which is hereby acknowledged, WITNESS LTD. hereby sells, assigns, transfers, and sets over to WITNESS INC., its lawful successors and assigns, WITNESS LTD.'s entire right, title, and interest in the Patents, the inventions claimed therein, any other patent application directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and WITNESS LTD. hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to WITNESS INC., its successors and assigns, in accordance with the terms of this Assignment.
5. In furtherance of this Agreement, WITNESS LTD. hereby acknowledges that, from the Effective Date forward, WITNESS INC. has succeeded to all of WITNESS LTD.'s right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that WITNESS INC., in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past infringement of the Patents, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as WITNESS INC., in its sole discretion, deems advisable.
6. WITNESS LTD. represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
7. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, (excluding conflicts of law rules) and of the United States.
9. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Witness Systems Ltd.

Witness Systems, Inc.

By: W. Branz

By: J. Williams

Title: Director

Title: SUP